

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

MORGAN BRUNSTROM, a single man,)
)
) Case No.:
)
 Plaintiff,)
)
)
) COMPLAINT
)
 v.)
)
)
 PINNACLE CREDIT SERVICES, LLC,)
 a Minnesota limited liability)
 company and TODD STRIKER and)
 JANE DOE STRIKER (if any) and)
 band and wife and the marital)
 community composed thereof,)
)
)
 Defendants.)
)

JURISDICTION

1. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d).

2. This action arises out of the Defendants' violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (hereinafter the "FDCPA").

VENUE

3. Venue is proper in this Judicial District.

4. The acts and transactions alleged herein occurred in this Judicial District.

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1 5. The Plaintiff resides in this Judicial District.

2 6. The Defendants transact business in this Judicial
3 District.
4

5 **PARTIES**

6 7. Plaintiff Morgan Brunstrom ("Brunstrom") is a natur-
7 al person.

8 8. The Plaintiff resides in the City of Bellingham,
9 County of Whatcom, State of Washington.

10 9. The Plaintiff is a "consumer" as that term is
11 defined by 15 U.S.C. § 1692a(3).

12 10. The Plaintiff is "any person" as that term is used
13 in 15 U.S.C § 1692d preface.

14 11. Defendant Pinnacle Credit Services, LLC
15 ("Pinnacle") is a Minnesota limited liability company operat-
16 ing from the address, 7900 HWY 7, St. Louis Park, MN 55426.

17 12. Pinnacle does not have a registered agent in Wash-
18 ington State.

19 13. Defendant Todd Striker ("Striker") is the manager
20 of Pinnacle and operates from the address, 7900 HWY 7, St.
21 Louis Park, MN 55426.

22 14. Striker is an attorney and a member of the Washing-
23 ton, D.C. bar.

24 15. Pinnacle is a "debt collector" as that term is
25 defined by 15 U.S.C. § 1692a(6).
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1 16. Striker is a "debt collector" as that term is
2 defined by 15 U.S.C. § 1692a(6).
3

4 17. The principal purpose of both Defendants is the
5 collection of debts using the mails and telephone.

6 18. The Defendants regularly collect or attempt to col-
7 lect, directly or indirectly, debts owed or due or asserted
8 to be owed or due another.

9 19. The Defendants regularly collect or attempt to col-
10 lect, directly or indirectly, debts owed or due or asserted
11 to be owed or due another that arose out of transactions in
12 which the money, property or services which are the subject
13 of the transactions are primarily for personal, family or
14 household purposes.

15 **FACTUAL ALLEGATIONS**

16 20. On May 3, 2005, Brunstrom entered into a contract
17 with Verizon to purchase a cellphone and cellphone service
18 ("Cellphone"). A true and correct copy of the contract is
19 attached as Exhibit "A."
20

21 21. The Cellphone was primarily for Brunstrom's person-
22 al, family and household use.

23 22. When he purchased the Cellphone, he was assured and
24 assumed that he would be able consistently to make and re-
25 ceive telephone calls in Western Washington.

26 23. The Cellphone did not work as represented. The
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1 service in Western Washington was inconsistent. Brunstrom
2 did not receive telephone calls consistently. Brunstrom
3 could not make telephone calls consistently.
4

5 24. Brunstrom contacted Verizon through its storefronts
6 at Bellingham Costco, Bellingham Circuit City and Bellis Fair
7 Mall in Bellingham. He repeatedly contacted Verizon customer
8 service. During each contract he brought the inconsistent
9 service to the attention of each.

10 25 In spite of his contacts, the cellphone service nev-
11 er improved.

12 26. In spite of the inconsistent service, he paid Veri-
13 zon the May, June, and July 2005 cellphone bills.

14 27. He finally went to the Verizon storefront at Cir-
15 cuit City, returned the telephone, and told the clerk that he
16 was canceling the contract because Verizon breached its con-
17 tract with him because of the inconsistent service.

18 28. The clerk informed him that even through the ser-
19 vice was inconsistent and not as represented, Verizon was go-
20 ing to charge him a cancellation fee.
21

22 29. Brunstrom waited for the August 2005 bill. He paid
23 for the service, but refused to pay the cancellation fee.
24 Attached as Exhibit "B" is a true and correct copy of the
25 letter, bill and check marked "payment in full" that he sent
26 to Verizon ("Letter").
27

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1 30. Verizon received the letter and cashed the \$52.92
2 check.

3 31. Verizon, in spite of its breach of its contract
4 with Brunstrom and its accepting and cashing his pay-
5 ment-in-full check, dunned him through letters and telephone
6 calls for payment of the cancellation fee.

7 32. Brunstrom refused to pay the cancellation fee and
8 repeatedly brought the Letter and Verizon's breach of con-
9 tract to its attention.

10 33. The Verizon debt constitutes a "debt" as that term
11 is defined by 15 U.S.C. § 1692a(5) ("Account"), for it was
12 primarily for Brunstrom's personal, family and household use.

13 34. According to Verizon, the account was in default.

14 35. At some point after the alleged default, but before
15 or during early 2008, Verizon sold the Account to Pinnacle.

16 36. After the Account went into default, the Account
17 was placed or otherwise transferred to the Defendants for
18 collection.

19 37. Pinnacle is in the business of purchasing delin-
20 quent consumer accounts, typically paying no more than ten
21 cents on the dollar.

22 38. Pinnacle then collects the accounts or hires other
23 entities to collect the accounts.

24 39. Pinnacle claims to have purchased the Account.

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41. The Account was placed or otherwise transferred to Pinnacle for collection.

42. The Plaintiff disputes the Account.

43. The Plaintiff requests that Pinnacle cease all further communication on the Account.

44. Pinnacle, its agents, collectors, employees and independent contractors acted at all times mentioned herein at the behest and under the direction and control of its manager, Striker.

45. Pinnacle's collector(s) were employee(s) of the Pinnacle at all times mentioned herein.

46. Pinnacle acted at all times mentioned herein through its employee(s).

47. American Agencies contacted Brunstrom on behalf of Pinnacle with a letter dated March 13, 2008 about the account. The letter and Brunstrom's reply are attached as Exhibit "C."

48. At about the same time, Pinnacle reported the account to three credit reporting agencies: Equifax, Experian and TransUnion.

EXPERIAN

49. Pinnacle continued to contact Brunstrom about the

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1 Account. His response to each contact, whether written or by
2 telephone, was that he did not owe the debt.

3 50. Prior to and during November and December 2010 and
4 January 2011, Pinnacle was aware that Brunstrom disputed the
5 Account.

6 51. Prior to and during November and December 2010 and
7 January 2011, Brunstrom disputed the Account with Pinnacle.

8 52. Prior to and during November and December 2010 and
9 January 2011, Pinnacle was informed that the Account was dis-
10 puted.

11 53. Prior to and during November and December 2010 and
12 January 2011, Pinnacle communicated information regarding the
13 Account to Experian, a credit reporting agency.

14 54. Prior to and during November and December 2010 and
15 January 2011, Pinnacle communicated to Experian that the bal-
16 ance on the Account was: \$229.

17 55. Prior to and during November and December 2010 and
18 January 2011, Pinnacle communicated to Experian that the Ori-
19 ginal Creditor on the Account was Verizon.

20 56. On or before November 2010 and during December 2010
21 and January 2011, Pinnacle failed to communicate to Experian
22 that the Account was disputed.

23 57. On or before November 2010 and during December 2010
24 and January 2011, Pinnacle did not communicate to Experian

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1 that the Account was disputed.

2 58. Pinnacle's purpose for communicating the informa-
3 tion on the Account to Experian was to attempt to collect the
4 Account.

5 59. The information communicated to Experian by Pin-
6 nacle prior to and during November and December 2010 and
7 January 2011 on the Account conveyed information regarding
8 the Account directly or indirectly to Experian.

9 60. The information communicated to Experian by Pin-
10 nacle prior to and during November and December 2010 and
11 January 2011 on the Account constituted a "communication" as
12 defined by FDCPA § 1692a(2).

13 61. The only reason that Pinnacle communicated the in-
14 formation regarding the Account prior to and during November,
15 and December 2010 and January 2011 to Experian was to attempt
16 to collect the Account.

17 62. Upon information and belief, during 2010 and 2011,
18 Pinnacle regularly reported information to Experian on ac-
19 count(s) that it was attempting to collect.

20 63. Upon information and belief, during 2010 and 2011,
21 Pinnacle regularly reported information to Experian on ac-
22 count(s) that it was attempting to collect from individuals
23 residing in the state of Washington.

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26 EQUIFAX

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1 64. Plaintiff incorporates paragraphs 49 through 63
2 herein by this reference as if fully set out herein.

3 65. The allegations contained in them are the same for
4 Equifax.
5

6 TRANSUNION

7 66. Plaintiff incorporates paragraphs 49 through 63
8 herein by this reference as if fully set out herein.

9 67. The allegations contained in them are the same for
10 TransUnion.

11 68. During the time that Pinnacle attempted to collect
12 the debt, Pinnacle and/or representative(s), employee(s)
13 and/or agent(s) of Pinnacle's attempting to collect the Ac-
14 count, had telephone conversation(s) with the Plaintiff re-
15 garding the Account.

16 69. During the time that Pinnacle attempted to collect
17 the account, there were telephone call(s)/conversation(s)
18 between the Plaintiff and Pinnacle and/or representative(s),
19 employee(s) and/or agent(s) of Pinnacle during which each in-
20 dividual conveyed information regarding the Account directly
21 or indirectly to the Plaintiff.
22

23 70. The telephone call(s)/conversation(s) between the
24 Plaintiff and Pinnacle and/or representative(s), employee(s)
25 and/or agent(s) of the Pinnacle during the time Pinnacle was
26 attempting to collect the account each individually consti-

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1 tuted a "communication" as defined by FDCPA § 1692a(2).

2 71. The telephone call(s)/conversation(s) between the
3 Plaintiff and Pinnacle and/or representative(s), employee(s)
4 and/or agent(s) of Pinnacle each conveyed information regard-
5 ing the Account directly or indirectly to the Plaintiff.
6

7 72. On information and belief, Pinnacle made audio re-
8 cording(s) of some of its telephone call(s)/conversation(s)
9 with the Plaintiff prior to the filing of the instant action.

10 73. On information and belief, Pinnacle has a copy
11 and/or copies of the audio recording(s) of its telephone
12 call(s)/conversation(s) with Plaintiff.

13 74. On information and belief, Pinnacle made audio re-
14 cording(s) of all of its telephone call(s)/conversation(s)
15 with the Plaintiff in the year prior to the filing of the in-
16 stant action.

17 75. On information and belief, Pinnacle has a copy
18 and/or copies of the audio recording(s) of all of its tele-
19 phone call(s)/conversation(s) with the Plaintiff in the year
20 prior to the filing of the instant action.
21

22 76. On information and belief, Pinnacle's copies of the
23 audio recording(s) of its telephone call(s) with the
24 Plaintiff in the year prior to the filing of the instant ac-
25 tion substantiate the Plaintiff's allegations in this action.

26 77. On information and belief, Pinnacle has electronic
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1 record(s) and/or computer record(s) and/or paper copy(s) of
2 the information that it provided to Experian, Equifax and
3 TransUnion on the Account.

4 78. On information and belief, Pinnacle has electronic
5 record(s) and/or computer record(s) and/or paper copy(s) of
6 the information that it provided to Experian, Equifax and
7 TransUnion on the Account prior to and during November and
8 December 2010 and January 2011.

9 79. On information and belief, Pinnacle has electronic
10 record(s) and/or computer record(s) and/or paper copy(s) of
11 the information that it provided to Experian, Equifax, and
12 TransUnion on the Account prior to and during November and
13 December 2010 and January 2011.

14 80. On information and belief, Pinnacle has electronic
15 record(s) and/or computer record(s) and/or paper copy(s) of
16 the information that it provided to Experian, Equifax, and
17 TransUnion on the Account after prior to and during November
18 and December 2010 and January 2011.

19 81. Pinnacle's action(s) constitute false and misleading
20 representation(s) and mean(s) and violate FDCPA 1692e pre-
21 face, e(2)(A), e(8) and e(10).

22 82. Pinnacle's action(s) constitute unfair or uncon-
23 scionable means to collect or attempt to collect a debt and
24 violate FDCPA 1692f preface.

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1 83. The FDCPA is a "strict liability statute," and
2 Plaintiff need only "show one violation of its provisions to
3 be entitled to judgment in his favor." *Ellis v. Cohen & Slam-*
4 *owitz, LLP* 701 F.Supp. 2d 215, 219 (N.D.N.Y. 2010).

5 84. As a consequence of Pinnacle's action(s), the
6 Plaintiff seeks damages pursuant to FDCPA § 1692k.
7

8 **COUNT I, FDCPA VIOLATION**

9 85. The previous paragraphs are incorporated in this
10 Count as if set forth in full.

11 86. The act(s) and omission(s) of Pinnacle and Striker
12 constitute a violation of the FDCPA § 1692e preface, e(2)(A),
13 e(8), e(10) and § 1692f preface.

14 87. Pursuant to FDCPA § 1692k, the Plaintiff is en-
15 titled to damages, reasonable attorney's fees and costs.

16 **JURY TRIAL DEMAND**

17 The Plaintiff is entitled to and hereby demands a trial
18 by jury. U.S. Const. amend.7., Fed. R. Civ. Pro.38.
19

20 **PRAYER**

21 **WHEREFORE**, the Plaintiff prays that the Court grants the
22 following:

23 1. A finding that Pinnacle and Striker violated the FD-
24 CPA and/or an admission from Pinnacle and Striker that they
25 violated the FDCPA.

26 2. Damages pursuant to 15 U.S.C. § 1692k(a).
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1 3. Reasonable attorney's fees and costs pursuant to 15
2 U.S.C. § 1692k(a)(3).

3 4. Such other and further relief as the Court deems
4 just and proper.

5 DATED this 30th day of November 2011.

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8 James Sturdevant WSBA #8016
9 Attorney for Plaintiff

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